

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ECOMOTORS, INC.		01/27/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HERCULES TECHNOLOGY III, L.P.		
<b>Street Address:</b>	400 Hamilton Avenue, Suite 310		
<b>Internal Address:</b>	Attn: Chief Legal Officer		
<b>City:</b>	Palo Alto		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94301		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	85102579	TRIBRID	
Serial Number:	77484977	ECOMOTORS	
Serial Number:	77485029	ECOMOTORS INTERNATIONAL	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	36592		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

OP \$90.00 85102579

900182971

**TRADEMARK**  
 REEL: 004466 FRAME: 0083

Signature:	/pja/
Date:	02/02/2011
Total Attachments: 9 source=36592#page1.tif source=36592#page2.tif source=36592#page3.tif source=36592#page4.tif source=36592#page5.tif source=36592#page6.tif source=36592#page7.tif source=36592#page8.tif source=36592#page9.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Agreement") is entered into as of January 27, 2011 by and between HERCULES TECHNOLOGY III, L.P., a Delaware limited partnership ("Lender") and ECOMOTORS, INC., a Delaware corporation ("Grantor").

### RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Lender, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

#### I. Grant of Security Interest.

A. To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Lender and Grantor, Grantor grants and pledges to Lender a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto (as may be amended from time to time)), whether presently existing or hereafter arising or acquired, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Grantor authorizes Lender to unilaterally modify this Agreement by amending Exhibits A, B and C to include any Intellectual Property that Grantor may attain rights to in the future.

B. This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

II. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement and any amendments in accordance herewith.

III. Warranties. Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Remainder of page left blank intentionally.]

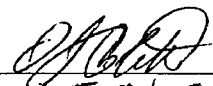
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

ECOMOTORS, INC.  
Attention: Cheryl Samarco, Controller  
17000 Federal Dr., Suite 200  
Allen Park, MI 48101  
Facsimile: (313) 982-1935  
Telephone: (313) 294-5704

ECOMOTORS, INC..

By:   
Name: G. J. Toland, Controller  
Its: President

LENDER:

Address of Lender:

HERCULES TECHNOLOGY III, L.P.  
Legal Department  
Attention: Chief Legal Officer and Associate  
General Counsel  
400 Hamilton Avenue, Suite 310  
Palo Alto, CA 94301  
Facsimile: 650-473-9194  
Telephone: 650-289-3060

HERCULES TECHNOLOGY III, L.P.,  
a Delaware limited partnership

By: Hercules Technology SBIC  
Management, LLC, its General Partner

By: Hercules Technology Growth Capital, Inc., its  
Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

ECOMOTORS, INC.  
Attention: Cheryl Samarco, Controller  
17000 Federal Dr., Suite 200  
Allen Park, MI 48101  
Facsimile: (313) 982-1935  
Telephone: (313) 294-5704

ECOMOTORS, INC..

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

LENDER:

Address of Lender:

HERCULES TECHNOLOGY III, L.P.  
Legal Department  
Attention: Chief Legal Officer and Associate  
General Counsel  
400 Hamilton Avenue, Suite 310  
Palo Alto, CA 94301  
Facsimile: 650-473-9194  
Telephone: 650-289-3060

HERCULES TECHNOLOGY III, L.P.,  
a Delaware limited partnership

By: Hercules Technology SBIC  
Management, LLC, its General Partner

By: Hercules Technology Growth Capital, Inc., its  
Manager

By:   
Name: K. Nicholas Maritsch  
Its: Associate General Counsel

EXHIBIT A

Copyrights

Description  
None.

Registration  
Number

Registration  
Date

**EXHIBIT B****Patents**

<b>Title</b>	<b>App. No./Pub. No</b>	<b>File Date</b>
Guided Bridge for Outer OPOC Piston	USSN 12/723,418	3/12/2010
Seal Assembly for an ICE	61/267853	12/9/2009
Roller Joint	61/387881	9/29/2010
Electric Motor Rotor (Anti-expansion ring)	USSN 12/791832	6/1/2010
Electric Motor Rotor (Anti-expansion ring)	PCT/US10/37053	6/2/2010
Method of Controlling an EAT (for NOx)	12/843,012	7/24/2010
Cooling an Electrically Controlled Turbocharger- spray oil on stator	12/417,568 US Pub 2010-0175377	4/2/2009
Improvements in an Electrically Controlled Turbocharger	PCT/US2010/20707 Pub WO-2010081123	1/12/2010
Cooling an Electrically Controlled Turbocharger	USSN 12/840,737	7/21/2010
Multi-Stage Injection System for an OPOC Engine	61/309,814	3/2/2010
Supercritical-State Fuel Injection System and Method	12/877766	8/8/2010
Lubrication System - Stationary Ring	USSN 12/583,916 Pub 2010-0050978	8/27/2009
Lubricating Scraper Ring	USSN 12/823,412	6/25/2010
Hybrid Engine System	USSN 12/583881 Pub WO/2010-0056327	8/27/2009
Hybrid Engine System (Control Method)	USSN 12/625511 Pub 20100082192	11/24/2009
Hybrid Engine System	PCT/US2009/67709 Pub WO 2010077782	12/11/2009
Counter Rotating Generator	61/311,508	3/8/2010
"TRIBRID" for Automobile Engines - Class 012	SN 85/102576 Filing Receipt	8/7/2010



**EXHIBIT C**  
**Trademarks**

TRADEMARK	NATION	CLASS	REG. NO. / SERIAL NO.
ECOMOTORS®	CHINA	Generators, Including Diesel Generators in International Class 007	6909025
ECOMOTORS™	CHINA	Land Vehicles And Structural Parts Therefor; Land Vehicles, Namely, Automobiles, Trucks, Motorcycles; Engines For Land Vehicles; Parts And Components For Land Vehicles, Namely, Axles, Drive Gears, And Transmissions; Land Vehicle Power Train Systems Comprised Of Engines, Driveshafts, Axles, And Transmissions In International Class 012	A0012689
ECOMOTORS™	HONG KONG	Land Vehicles And Structural Parts Therefor; Land Vehicles, Namely, Automobiles, Trucks, Motorcycles; Engines For Land Vehicles; Parts And Components For Land Vehicles, Namely, Axles, Drive Gears, And Transmissions; Land Vehicle Power Train Systems Comprised Of Engines, Driveshafts, Axles, And Transmissions In International Class 012	301596178
ECOMOTORS™	INDIA	Generators, Including Diesel Generators in International Class 007	1712115
ECOMOTORS™	INDIA	Land Vehicles And Structural Parts Therefor; Land Vehicles, Namely, Automobiles, Trucks, Motorcycles; Engines For Land Vehicles; Parts And Components For Land Vehicles, Namely, Axles, Drive Gears, And Transmissions; Land Vehicle Power Train Systems Comprised Of Engines, Driveshafts, Axles, And Transmissions In International Class 012	1697029
ECOMOTORS™	USA	Land Vehicles And Structural Parts Therefor; Land Vehicles, Namely, Automobiles, Trucks, Motorcycles; Engines For Land Vehicles; Parts And Components For Land Vehicles, Namely, Axles, Drive Gears, And Transmissions; Land Vehicle Power Train Systems Comprised Of Engines, Driveshafts, Axles, And Transmissions In International Class 012	771484,977
ECOMOTORS INTERNATIONAL™	CHINA	Land Vehicles And Structural Parts Therefor; Land Vehicles, Namely, Automobiles, Trucks, Motorcycles; Engines For Land Vehicles; Parts And Components For Land Vehicles, Namely, Axles, Drive Gears, And Transmissions; Land Vehicle Power Train Systems Comprised Of Engines, Driveshafts, Axles, And Transmissions In International Class 012	A0012686
ECOMOTORS INTERNATIONAL™	INDIA	Land Vehicles And Structural Parts Therefor; Land Vehicles, Namely, Automobiles, Trucks, Motorcycles; Engines For Land Vehicles; Parts And Components For Land Vehicles, Namely, Axles, Drive Gears, And Transmissions; Land Vehicle Power Train Systems Comprised Of Engines, Driveshafts, Axles, And Transmissions In International Class 012	1697030

TRADEMARK	NATION	CLASS	REG. NO. / SERIAL NO.
* ECOMOTORS INTERNATIONAL™	USA	Land Vehicles And Structural Parts Therefor; Land Vehicles, Namely, Automobiles, Trucks, Motorcycles; Engines For Land Vehicles; Parts And Components For Land Vehicles, Namely, Axles, Drive Gears, And Transmissions; Land Vehicle Power Train Systems Comprised Of Engines, Driveshafts, Axles, And Transmissions In International Class 012	771485,029

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